



2010-0018159

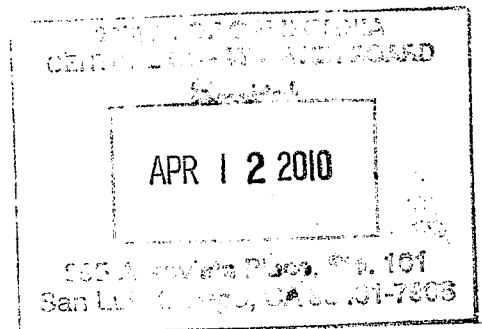
Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

REC FEE

54.00

Recording Requested By:

CERTIFI

Tai Yeh
1215 De La Vina Street, Suite I
Santa Barbara, CA 9310101:16PM 07-Apr-2010 | ML
Page 1 of 14**When Recorded, Mail To:**Roger W. Briggs, Executive Officer
Regional Water Quality Control Board
Central Coast Region
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906Joshua Neipp, Hazardous Materials Specialist
Santa Barbara County Fire Department
Site Mitigation Unit
195 W. Highway 246, Suite 102
Buellton, CA 93427

APN 035-160-011

Space Above Line for Recorder's Use

1632 Cliff Drive, Santa Barbara, CA

**COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY
March 13, 2007**

[1632 Cliff Drive, Santa Barbara, California]

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 15th day of December, 2005 by **Tai Yeh** and **Chia Lee Yeh** ("Covenantors") who are the owners of record of that certain property situated at 1632 Cliff Drive, in the City of Santa Barbara, County of Santa Barbara, State of California, which is more particularly described in Exhibit A and incorporated herein by this reference (hereinafter referred to as the "Burdened Property"), for the benefit of the **California Regional Water Quality Control Board for the Central Coast Region** ("Board") and **Santa Barbara County Fire Department** ("Fire Department"), with reference to the following facts:

A. Hazardous Materials. The Burdened Property contains hazardous materials.

B. Contamination of the Burdened Property. Soil at the Burdened Property was contaminated by petroleum-based substances, the nature and extent of which have been assessed in a series of reports prepared by Campbell-Geo, Inc. dated May 12, 2004, August 9, 2004, August 16, 2004, and November

30, 2004, which reports have been placed on file with the Fire Department (Reference SMU-2, Site #20164) ("Reports").

C. Exposure Pathways. The hazardous materials addressed in this Covenant are present in soil on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these hazardous materials could take place via in place contact, surface water runoff, or other means, resulting in dermal contact or inhalation. The risk of public exposure to the hazardous materials has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for residential uses and is adjacent to other residential land uses.

E. Disclosure and Testing. Covenantors have made full and voluntary disclosure to the Board and Fire of the presence of hazardous materials on the Burdened Property and extensive sampling of the Burdened Property has been conducted.

F. Intent. Covenantors desire and intend that in order to benefit the Board, Fire, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property. The Covenantors intend to impose certain covenants, conditions and environmental restrictions on the Burdened Property.

ARTICLE I

GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board, Fire, and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 147.1 of the Civil Code. Each

and all of the Restrictions are enforceable by the Board, Fire, or any other federal, state or local governmental agency with jurisdiction over public health or environmental remediation.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board, Fire, and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantors desire and covenant that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board and Fire real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II

DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the Central Coast Region and shall include its successor agencies, if any.

2.2 Fire. "Fire" shall mean Santa Barbara County Fire Department and shall include its successor agencies, if any.

2.3 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.4 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.5 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

2.6 Hazardous Material. "Hazardous material" means a substance or waste that, because of its physical, chemical, or other characteristics, may pose a risk of endangering human health or safety or of degrading the environment. "Hazardous material" includes, but is not limited to, all of the following: (1) a hazardous substance, as defined in Section 25281 or 25316 of the California Health and Safety Code; (2) a hazardous waste, as defined in Section 25117 of the California Health and Safety Code; (3) a waste, as defined in Section 470 of the California Health and Safety Code or as defined in Section 13050 of the California Water Code.

ARTICLE III

DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantors promise to restrict the use of the Burdened Property as follows:

a. The Covenantors shall install and periodically inspect a soil vapor barrier in accordance with the recommendations stated in the Reports.

b. All uses and development of the Burdened Property shall be consistent with any applicable Fire Order, Board Order or Risk Management Plan, each of which is hereby incorporated by reference including future amendments thereto. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board and Fire, unless otherwise expressly permitted in writing by the Board and Fire.

c. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board and Fire.

d. The Owner shall notify the Board and Fire of each of the following: (1) The type, cause, location and date of any disturbance to any remedial measures taken or remedial equipment installed on the Burdened Property pursuant to the requirements of the Board and Fire, which could affect the ability

of such remedial measures or remedial equipment to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the Board and Fire shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;

e. The Covenantor agrees that the Board, Fire, and/or any persons acting pursuant to Board and Fire orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

f. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, Fire, or any other federal, state or local governmental agency with jurisdiction over public health or environmental clean-up, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board, Fire, or any other federal, state or local governmental agency with jurisdiction over public health or environmental clean-up, to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument that shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils, and is subject to a deed restriction dated March 2, 200²⁰¹⁰, and recorded on March 2, 200²⁰¹⁰, in the Official Records of Santa Barbara County, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV

VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board and Fire for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board and Fire for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V

MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantors"

Tai Yeh
1215 De La Vina Street, Suite L
Santa Barbara, CA 93101

If To: "Board"

Regional Water Quality Control Board, Central Coast Region
Attention: Executive Officer
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

If To: "Fire"

Santa Barbara County Fire Department
Attention: Supervising Hazardous Materials Specialist
195 W. Highway 246, Suite 102
Buellton, CA 93427

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.


5.5 Recordation. This instrument shall be executed by the Covenantor, by the Hazardous Materials Specialist of Fire, and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantors in the County of Santa Barbara within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantors:



Tai Yeh



Chia Lee Yeh

See loose certificate

Board:

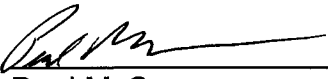
State of California Regional Water Quality Board, Central Coast Region

By: 

Michael Thomas
Assistant Executive Officer

Fire:

Santa Barbara County Fire Department, Fire Prevention Division

By: 
Paul McCaw
Hazardous Materials Specialist Senior

SEE loose certificate

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

On _____, before me, the undersigned a Notary Public in and for said state, personally appeared **TAI YEH**, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

See loose certificate

Notary Public in and for said
County and State

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

On _____, before me, the undersigned a Notary Public in and for said state, personally appeared **CHIA LEE YEH**, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

See loose certificate

Notary Public in and for said
County and State

STATE OF CALIFORNIA
COUNTY OF _____ (SANTA BARBARA)

On _____, before me, the undersigned a Notary Public in and for said state, personally appeared **PAUL MCCAW**, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

see loose certificate

Notary Public in and for said
County and State

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

Carol Hewitt

On March 13, 2007, before me, the undersigned-a Notary Public in and for said state, personally appeared **MICHAEL THOMAS**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Carol Hewitt

Notary Public in and for said
County and State

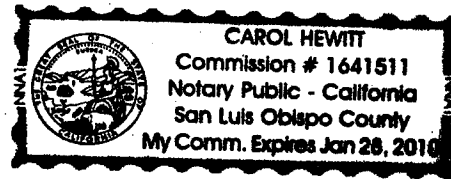


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain land situated in the State of California, County of **SANTA BARBARA**, City of **SANTA BARBARA**, described as follows:

LOT 30 OF LOMAS SUBDIVISION, AS PER MAP RECORDED IN BOOK 15, PAGE 313 OF MAPS, RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN No: **035-160-11**

S:\Shared\Spills Cleanup Program\Closed sites\Santa Barbara County\1632 Cliff Santa Barbara -Yeh Residence\1632 Cliff-Deed Restriction-final#2.doc

State of California)

County of Santa Barbara

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

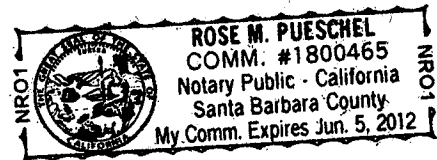
On March 2, 2010 before me, Rose M. Pueschel, Notary Public
(here insert name and title of the officer)

personally appeared Paul McCaw

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Rose M. Pueschel, Notary Public (Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

State of California)

County of Santa Barbara)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

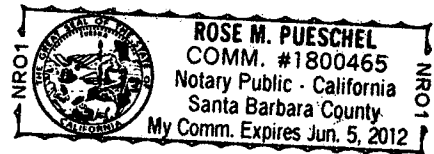
On March 2, 2010 before me, Rose M. Pueschel, Notary Public
(here insert name and title of the officer)

personally appeared Chia Lee Yeh

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Rose M. Pueschel, Notary Public

(Seal)

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☐ Attorney-in-Fact
☐ Corporate Officer(s)

Title(s) _____

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☐ Partner - Limited/General
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☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

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Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

State of California)
County of Santa Barbara)

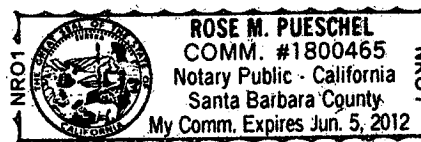
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On March 2, 2010 before me, Rose M. Pueschel, Notary Public
(here insert name and title of the officer)
personally appeared Tai Yeh

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Rose M. Pueschel, Notary Public

(Seal)

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☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s) _____

☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

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Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____